

SEKI, NISHIMURA & WATASE, PLC  
JOSEPH ESPOSITO (SBN 142785)  
jesposito@snw-law.com

JANET L. KEUPER (SBN 128417)  
jkeuper@snw-law.com

600 Wilshire Boulevard, Suite 1250  
Los Angeles, California 90017  
Tel.: (213) 481-2869 | Fax: (213) 481-2871

NOTE: CHANGES MADE BY THE COURT

Attorneys for Defendants, COUNTY OF LOS ANGELES  
and DEPUTY JESSE CORONA

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

ENRIQUE GONZALEZ,

Plaintiff,

vs.

COUNTY OF LOS ANGELES, a  
public entity; DEPUTY CORONA, a  
public employee; DOES 1-10,

Defendants.

Case No.: 2:23-cv-04335-GW (JPRx)

*(Hon. George H. Wu)*

**STIPULATION RE: PROTECTIVE  
ORDER**

**Action Filed: June 2, 2023**

**Trial Date: June 4, 2024**

Plaintiff ENRIQUE CONZALEZ, and Defendants, COUNTY OF LOS ANGELES, and DEPUTY JESSE CORONA, by and through their respective counsel, hereby stipulate and agree as follows:

**1. INTRODUCTION**

**1.1 PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation may  
2 be warranted.

3 Accordingly, the parties hereby stipulate to and petition the Court to enter  
4 the following Stipulated Protective Order. The parties acknowledge that this Order  
5 does not confer blanket protections on all disclosures or responses to discovery and  
6 that the protection it affords from public disclosure and use extends only to the  
7 limited information or items that are entitled to confidential treatment under the  
8 applicable legal principles.

9 The parties further acknowledge, as set forth in Section 12.3, below, that this  
10 Stipulated Protective Order does not automatically entitle them to file confidential  
11 information under seal and that Local Civil Rule 79-5 sets forth the procedures that  
12 must be followed and the standards that will be applied when a party seeks  
13 permission from the Court to file material under seal. The parties agree that this  
14 protective order does not waive the parties' rights to object to discovery demands  
15 or requests for documents and/or information.

## 16 **1.2 GOOD CAUSE STATEMENT**

17 This civil action arises out of a traffic stop of plaintiff, Enrique Gonzalez  
18 initiated by Los Angeles County Sheriff's Department ("LASD") Deputy Jesse  
19 Corona. The Complaint alleges a date of incident of August 25, 2022 in the City  
20 of Maywood, California.

21 This action is likely to involve confidential, proprietary, official, and/or  
22 private law enforcement and police personnel information for which special  
23 protection from public disclosure and from use for any purpose other than  
24 prosecution of this action may be warranted. Such confidential and proprietary  
25 materials and information may consist of, among other things, confidential  
26 proprietary information/or private personnel police information, regarding  
27 confidential contained in police personnel files, official law enforcement  
28 investigative information, information otherwise generally unavailable to the

1 public, or which may be privileged or otherwise protected from disclosure under  
2 state or federal statutes, court rules, case decisions, or common law.

3 Accordingly, to expedite the flow of information, to facilitate the prompt  
4 resolution of disputes over confidentiality of discovery materials, to adequately  
5 protect information the parties are entitled to keep confidential, to ensure that the  
6 parties are permitted reasonable necessary uses of such material in preparation for  
7 and in the conduct of trial, to address their handling at the end of the litigation, and  
8 serve the ends of justice, a protective order for such information is justified in this  
9 matter. It is the intent of the parties that information will not be designated as  
10 confidential for tactical reasons and that nothing be so designated without a good  
11 faith belief that it has been maintained in a confidential,

## 12 **2. DEFINITIONS**

13 **2.1 Action:** *Enrique Gonzalez v. County of Los Angeles, et al.*, 2:23-cv-  
14 04335-GW (JPRx).

15 **2.2 Challenging Party:** A Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 **2.3 “CONFIDENTIAL” Information or Items:** Information (regardless  
18 of how it is generated, stored or maintained) or tangible things that a Designating  
19 Party believes is entitled to confidential treatment under Federal Rule of Civil  
20 Procedure 26(c), and as specified above in the Purposes and Limitations Statement.  
21 This also includes (1) any information copied or extracted from the Confidential  
22 information; (2) all copies, excerpts, summaries, abstracts or compilations of  
23 Confidential information; and (3) any testimony, conversations, or presentations  
24 that might reveal Confidential information.

25 **2.4 Counsel:** Counsel of record for the parties to this civil litigation and  
26 their support staff.

1           **2.5    Designating Party:** A Party or Non-Party that designates information  
2 or items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           **2.6    Disclosure or Discovery Material:** All items or information,  
5 regardless of the medium or manner in which it is generated, stored, or maintained  
6 (including, among other things, testimony, transcripts, and tangible things), that are  
7 produced or generated in disclosures or responses to discovery in this matter.

8           **2.7    Expert:** A person with specialized knowledge or experience in a  
9 matter pertinent to the litigation who has been retained by a Party or its counsel to  
10 serve as an expert witness or as a consultant in this Action.

11           **2.8    Final Disposition:** When this Action has been fully and completely  
12 terminated by way of settlement, dismissal, trial and/or appeal.

13           **2.9    House Counsel:** Attorneys other than Counsel (as defined in  
14 paragraph 2.4) and who are employees of a party to this Action.

15           **2.10   Non-Party:** Any natural person, partnership, corporation, association  
16 or other legal entity not named as a Party to this action.

17           **2.11   Outside Counsel of Record:** Attorneys who are not employees of a  
18 party to this Action but are retained to represent or advise a party to this Action  
19 and have appeared in this Action on behalf of that party or are affiliated with a law  
20 firm that has appeared on behalf of that party, and includes support staff.

21           **2.12   Party:** Any party to this Action, including all of its officers, directors,  
22 boards, departments, divisions, employees, consultants, retained experts, and  
23 Outside Counsel of Record (and their support staff).

24           **2.13   Producing Party:** A Party or Non-Party that produces Disclosure or  
25 Discovery Material in this Action.

26           **2.14   Professional Vendors:** Persons or entities that provide litigation  
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
28

demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

**2.15 Protected Material:** Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

**2.16 Receiving Party:** A Party that receives Disclosure or Discovery Material from a Producing Party.

### **3. SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, abstracts, summaries, or compilations of Protected Material; and (3) any deposition testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

### **4. DURATION**

Once a trial commences in this Action, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order and that is introduced or admitted as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to and found by the trial judge. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 **5.1 Exercise of Restraint and Care in Designating Material for**  
 3 **Protection.**

4 Each Party or Non-Party that designates information or items for protection  
 5 under this Order must take care to limit any such designation to specific material  
 6 that qualifies under the appropriate standards. To the extent practicable, the  
 7 Designating Party must designate for protection only those parts of material,  
 8 documents, items or oral or written communications that qualify so that other  
 9 portions of the material, documents, items or communications for which protection  
 10 is not warranted are not swept unjustifiably within the ambit of this Order.

11 Indiscriminate or routinized designations are prohibited. Designations that  
 12 are shown to be clearly unjustified or that have been made for an improper purpose  
 13 (e.g., to unnecessarily encumber the case development process or to impose  
 14 unnecessary expenses and burdens on other parties) may expose the Designating  
 15 Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it  
 17 designated for protection do not qualify for protection, that Designating Party  
 18 must promptly notify all other Parties that it is withdrawing the inapplicable  
 19 designation.

20 **5.2 Manner and Timing of Designations.** Except as otherwise  
 21 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as  
 22 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
 23 protection under this Order must be clearly so designated before the material is  
 24 disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic  
 27 documents, but excluding transcripts of depositions or other pretrial or trial  
 28 proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” or words of a similar effect, and that includes the case name  
2 and case number (hereinafter “CONFIDENTIAL legend”), to each page that  
3 contains protected material. To the extent practicable, if only a portion of the  
4 material on a page qualifies for protection, the Producing Party also must clearly  
5 identify the protected portion(s) (e.g., by making appropriate markings in the  
6 margins).

7 A Party or Non-Party that makes original documents available for inspection  
8 need not designate them for protection until after the inspecting Party has indicated  
9 which documents it would like copied and produced. During the inspection and  
10 before the designation, all of the material made available for inspection shall be  
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
12 documents it wants copied and produced, the Producing Party must determine  
13 which documents, or portions thereof, qualify for protection under this Order.  
14 Then, before producing the specified documents, the Producing Party must affix  
15 the “CONFIDENTIAL legend” to each page that contains Protected Material. To  
16 the extent practicable, if only a portion of the material on a page qualifies for  
17 protection, the Producing Party also must clearly identify the protected portion(s)  
18 (e.g., by making appropriate markings in the margins):

19 (b) for testimony given in depositions that the Designating Party  
20 identifies the Disclosure or Discovery Material on the record, before the close of  
21 the deposition all protected testimony.

22 (c) for information produced in some form other than documentary and  
23 for any other tangible items, that the Producing Party affix in a prominent place on  
24 the exterior of the container or containers in which the information is stored the  
25 legend “CONFIDENTIAL.” If only a portion or portions of the information  
26 warrants protection, the Producing Party, to the extent practicable, shall identify  
27 the protected portion(s).

28

1           **5.3 Inadvertent Failures to Designate.** If timely corrected, an  
 2 inadvertent failure to designate qualified information or items does not, standing  
 3 alone, waive the Designating Party's right to secure protection under this Order for  
 4 such material. Upon timely correction of an inadvertent failure to designate, the  
 5 Receiving Party must make reasonable efforts to assure that the material is treated  
 6 in accordance with the provisions of this Order.

7           **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8           **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
 9 designation of confidentiality at any time that is consistent with the Court's  
 10 Scheduling Order.

11           **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
 12 resolution process under Local Rule 37.1 et seq.

13           **6.3** The burden of persuasion in any such challenge proceeding shall be  
 14 on the Designating Party. Frivolous challenges, and those made for an improper  
 15 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
 16 parties) may expose the Challenging Party to sanctions. Unless the Designating  
 17 Party has waived or withdrawn the confidentiality designation, all parties shall  
 18 continue to afford the material in question the level of protection to which it is  
 19 entitled under the Producing Party's designation until the Court rules on the  
 20 challenge.

21           **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22           **7.1 Basic Principles.** A Receiving Party may use Protected Material that  
 23 is disclosed or produced by another Party or by a Non-Party in connection with  
 24 this Action only for prosecuting, defending or attempting to settle this Action.  
 25 Such Protected Material may be disclosed only to the categories of persons and  
 26 under the conditions described in this Order. When the Action has been  
 27 terminated, a Receiving Party must comply with the provisions of section 13 below  
 28 (FINAL DISPOSITION).



Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

**7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Counsel of Record in this Action, as well as employees of said Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit “A” hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit “A”), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected

1 Material may be separately bound by the court reporter and may not be disclosed  
2 to anyone except as permitted under this Stipulated Protective Order;

3 (h) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions and  
5 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A)  
6 or appointed by the court; and

7 (i) the officers, directors, and employees (including House Counsel) of  
8 the Receiving Party to whom disclosure is reasonably necessary for this Action.

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that compels disclosure of any information or items designated in this Action as  
13 “CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification  
15 shall include a copy of the subpoena or court order unless prohibited by law;

16 (b) promptly notify in writing the party who caused the subpoena or order  
17 to issue in the other litigation that some or all of the material covered by the  
18 subpoena or order is subject to this Protective Order. Such notification shall  
19 include a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order in the action in  
23 which the subpoena or order was issued, the Party served with the subpoena or  
24 court order shall not produce any information designated in this action as  
25 “CONFIDENTIAL” before a determination by the court from which the subpoena  
26 or order issued, unless the Party has obtained the Designating Party’s permission.  
27 The Designating Party shall bear the burden and expense of seeking protection in  
28 that court of its confidential material – and nothing in these provisions should be

1 construed as authorizing or encouraging a Receiving Party in this action to disobey  
2 a lawful directive from another court.

3 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
4 **PRODUCED IN THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by a  
6 Non- Party in this Action and designated as "CONFIDENTIAL." Such information  
7 produced by Non-Parties in connection with this litigation is protected by the  
8 remedies and relief provided by this Order. Nothing in these provisions should be  
9 construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to  
11 produce a Non-Party's confidential information in its possession, and the Party is  
12 subject to an agreement with the Non-Party not to produce the Non-Party's  
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-  
15 Party that some or all of the information requested is subject to a  
16 confidentiality agreement with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of the Stipulated  
18 Protective Order in this Action, the relevant discovery request(s), and  
19 a reasonably specific description of the information requested; and

20 (3) make the information requested available for inspection by the  
21 Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this court within  
23 21 days of receiving the notice and accompanying information, the Receiving  
24 Party may produce the Non-Party's confidential information responsive to the  
25 discovery request.

26 If the Non-Party timely seeks a protective order, the Receiving Party shall  
27 not produce any information in its possession or control that is subject to the  
28 confidentiality agreement with the Non-Party before a determination by the court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court if the Court so allows.

**12. MISCELLANEOUS**

**12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1           **12.2 Right to Assert Other Objections.** By stipulating to the entry of this  
 2 Protective Order, no Party waives any right it otherwise would have to object to  
 3 disclosing or producing any information or item on any ground not addressed in  
 4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
 5 any ground to use in evidence of any of the material covered by this Protective  
 6 Order.

7           **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
 8 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
 9 may only be filed under seal pursuant to a court order authorizing the sealing of the  
 10 specific Protected Material at issue. If a Party's request to file Protected Material  
 11 under seal is denied by the court, then the Receiving Party may file the information  
 12 in the public record unless otherwise instructed by the court.

13       **13. FINAL DISPOSITION**

14           After the final disposition of this Action, as defined in paragraphs 2.8 and 4,  
 15 within 60 days of a written request by the Designating Party, each Receiving Party  
 16 must return all Protected Material to the Producing Party or destroy such material.  
 17 As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
 18 compilations, summaries, and any other format reproducing or capturing any of the  
 19 Protected Material. Whether the Protected Material is returned or destroyed, the  
 20 Receiving Party must submit a written certification to the Producing Party (and, if  
 21 not the same person or entity, to the Designating Party) by the 60 day deadline that  
 22 (1) identifies (by category, where appropriate) all the Protected Material that was  
 23 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
 24 copies, abstracts, compilations, summaries or any other format reproducing or  
 25 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
 26 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
 27 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
 28 and trial exhibits, expert reports, attorney work product, and consultant and expert

work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

**14. VIOLATION**

Any willful violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

DATED: May 2, 2024

**LAW OFFICES OF GREG W. GARROTTO**

By: /s/ Greg W. Garrotto

Greg W. Garrotto, Esq.

*Attorneys for Plaintiff*

ENRIQUE GONZALEZ

DATED: May 2, 2024

**SEKI, NISHIMURA & WATASE, PLC**

By: /s/ JANET L. KEUPER

Janet L. Keuper, Esq.

Joseph Esposito, Esq.

*Attorneys for Defendants*

COUNTY OF LOS ANGELES and

DEPUTY JESSE CORONA

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**ATTESTATION REGARDING SIGNATURES**

I, Janet L. Keuper, attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

By: /s/ JANET L. KEUPER  
Janet L. Keuper

***IT IS SO ORDERED.***

Dated: 5/2/2024

By:   
HON. JEAN P. ROSENBLUTH  
UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name],  
of \_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_ in the case of *Enrique  
Gonzalez v. County of Los Angeles, et al.*, United States District Court Case No.  
2:23-cv-04335-GW (JPRx). I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_